

REMARKS

In the Office Action¹, the Examiner rejected claims 1-21, 23, and 25-27 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,792,247 to Law et al. (“Law”) in view of U.S. Patent No. 6,219,540 to Besharat et al. (“Besharat”) and further in view of U.S. Patent No. 6,879,810 to Bouet (“Bouet”).

By this Amendment, Applicants amend claims 1, 5, 9, 13, 17, and 26 to more particularly define the scope of the invention. Claims 1-21, 23, and 25-27 remain pending and under current examination.

Applicants respectfully traverse the rejection of claims 1-21, 23, and 25-27. Independent claim 1, for example, recites a combination including, among other things, a communication device that “selects a transmitting distance” and wirelessly transmits a message “over the selected distance”. None of *Law*, *Besharat*, or *Bouet* teaches or suggests at least this subject matter of claim 1.

The Examiner concedes that *Law* does not disclose “restricting a transmissible distance” (Office Action at p. 3). *Law* thus does not disclose selecting “a transmitting distance” and transmitting “over the selected distance” as recited by claim 1.

Besharat fails to cure the deficiencies of *Law*. The Examiner asserts that *Besharat* “suspends power to the receiver” when “the communication device is out of range” in order to implement an “out-of-range battery saving function for a receiver” (Office Action at p. 3). This does not constitute a teaching or suggestion that the device in *Besharat* “selects a transmitting distance” and transmits a message “over the

¹ The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

selected distance". Instead, *Besharat* refers to switching off the power supply to the receiver when the range between the devices is too great (*Besharat* col. 5-6). Even if *Besharat* is interpreted to switch off power to the transmitter as well, this would suggest the device in *Besharat* does not transmit a message at all, rather than actually transmitting a message "over the selected distance" as recited by claim 1.

Bouet fails to cure the deficiencies of *Besharat* and *Law*. *Bouet* teaches using an access code to "determine which other Bluetooth units are in the operating range of a master Bluetooth device" (*Bouet* col. 4, line 67 - col. 5, lines 1-2). Then, "Bluetooth units" within "operating range" of a "master Bluetooth device" receive the "IAC packet" (*Bouet* cols. 4-5). The units within range then "start RF activity and answer back" (*Bouet* col 6, lines 62-63). However, the communication device in *Bouet* does not select the "operating range". Therefore, *Bouet* does not teach or suggest a communication device that "selects a transmitting distance" and transmits a message "over the selected distance" as recited by claim 1.

Although of different scope, independent claims 9 and 17 recite features similar to those of claim 1. Claims 2-8 depend from claim 1, claims 10-16 depend from claim 9, and claims 18-21, 23, and 25-27 depend from claim 17. As already discussed, none of *Law*, *Besharat*, or *Bouet* discloses a device that "selects a transmitting distance" and transmits a message "over the selected distance".

Because the cited references fail to teach or suggest each and every claim element recited by claims 1-21, 23, and 25-27, no *prima facie* case of obviousness has been established with respect to these claims. Applicants therefore request the Examiner to withdraw the rejection of the claims under 35 U.S.C. § 103(a).

In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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